

## PERFORMING ARTIST AGREEMENT

This agreement is made by and between The University of Maine System, acting by and through the University of \_\_\_\_\_ (the "University"), and \_\_\_\_\_, ("Artist").

In consideration of the mutual promises and conditions set forth in this Agreement, the parties agree as follows:

1. Contract for Artist to Perform Artist has the authority and capacity to contract and hereby agrees to perform on University's campus on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_ p.m. ("Event"). University agrees to provide the [name and campus address of Performance Site] to Artist from the hours of \_\_\_\_ a.m./p.m. to \_\_\_\_ a.m./p.m. on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ for the Event. The Artist shall perform and take breaks as follows: \_\_\_\_\_

Artist agrees to supply University with all the information necessary for the physical setting of the stage and entertainment, including any special needs, no later than \_\_\_\_ days prior to the Event.

2. University Liaison University shall provide a University representative, whose name, title, and phone number are \_\_\_\_\_, to whom Artist shall direct all communications, questions, and problems regarding the planning and conduct of the Event. Artist will contact the University representative at least thirty (30) days before the Event to arrange an arrival, load in and sound check time. A designated Artist representative will contact the University representative or designee immediately upon arrival. Artist must be out of the Performance Site within two (2) hours of the end of the Event.

3. Equipment and Services Artist will provide all stage equipment or other equipment needed for the Event. University reserves the right to refuse and forbid requested service, arrangements or equipment as being impermissible on the grounds of safety, security, and/or caution in the operation of the Performance Site. The Artist agrees to reimburse the University for any loss, theft or damage of University facilities or equipment caused by the Artist, its employees, agents or subcontractors. In the event of a loss, the Artist agrees to pay any applicable deductible or loss even if the loss is covered by insurance.

4. Licenses In performing under this Agreement, Artist shall comply with all applicable Federal, State and local laws, regulations and ordinances and all University policies. Artist shall secure at its expense all licenses, permissions and permits required for performing under this Agreement, and pay all taxes attributable to Artist's performance, including without limitation, sales, use, and personal property taxes, and all taxes based upon income.

5. Payment The University shall pay the Artist \$ \_\_\_\_\_ as full consideration for the Event. Artist is solely liable for its costs and expenses, including but not limited to travel, food and compensation for members. Payment shall be made by University check to Artist after the Event. The University reserves the right to withhold payment for alcohol violations; damage to dressing rooms, the Performance Site or other University property if caused by Artist, its employees or agents; not playing specified sets; taking excessive breaks; or other breach of this Agreement. If payment is withheld, a new payment will be negotiated immediately with the designated Artist representative. Payment will be forwarded within eight (8) business days of the Event to the Artist.

6. Non-Performance Either party may cancel the Event and terminate this Agreement by providing written notice to the other party no less than thirty (30) days prior to the scheduled date of the performance with no further obligation. The Artist will be responsible and shall pay to the University upon demand all costs incurred by the University in the event Artist cancels the Event less than thirty (30) days prior to the scheduled date of performance. No substitution of Artist shall occur less than thirty (30) days prior to the scheduled date of performance. Substitution of the Artist will require prior written approval of the University and will require a re-negotiation of contract terms.

7. Alcohol Use or possession of alcohol in or around the Performance Site is prohibited. University or local police may close the performance due to alcohol use or possession. If the performance is closed due to alcohol violations, payment under section 5 will be withheld and pro-rated to the length of the actual performance.

8. Force Majeure Neither party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

9. Conduct of Artist The Artist shall not conduct or agree to any unlawful, improper or offensive use of the University facilities or any use thereof contrary to any law, regulation or ordinance of the Town/City of \_\_\_\_\_ now or hereafter made, or which shall be injurious to any person or property, or which shall endanger or affect any insurance on the said facilities or to increase the premium thereof. The Artist, its employees and agents shall not promote mosh pits or any other actions that may create a dangerous situation. If the Artist, its employees or agents violate the terms of this paragraph, the University will have the right to immediately close the performance and withhold and pro-rate payment to the length of the actual performance.

10. Indemnification Artist shall indemnify, defend and hold harmless University, its governing board, officers, employees, and agents, from any and all liability and claims arising in connection with such liability caused by, or arising out of death or injury to any person or damage to property, caused by or arising out of activities of Artist, and their members, agents, employees or subcontractors in connection with the Event hereunder. Artist shall indemnify,

defend and hold University harmless from any and all liability and claims arising in connection with the actual presentation of the material contained in the performance, whether occurring due to defamation, copyright infringement, or otherwise. The Artist agrees to be solely responsible for compliance with any rules or regulations, performance fees, or responsibilities requested by any organization with which the Artist is associated or contractually bound, and that the University shall have no liabilities, duty or obligation therefore.

11. Promotion and Advertising. Artist shall obtain written approval from University for any advertising copy in any medium before it is to appear. University reserves the right to advertise the Event on its own as it sees fit and may use the name of Artist in such advertisements.

12. Concessions University reserves the exclusive right to operate all concessions, including but not limited to the sale of refreshments, parking, programs and souvenirs. The consumption of food and drink, and smoking, shall take place only as permitted by University. There shall be no alcoholic beverages sold or consumed at the Performance Site.

13. Relationship of Parties Artist is an independent contractor of the University, not a partner, agent or joint venturer of the University and neither party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. Artist and its employees are independent contractors for whom no Federal or State Income Tax will be deducted by the University and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, worker's compensation and similar benefits available to University employees will accrue. The parties further understand that, if applicable, annual information returns as required by the Internal Revenue Code and Maine's Income Tax Law will be filed by the University with copies sent to Artist. Artist will be responsible for compliance with all applicable laws, rules, and regulations involving, but not limited to, employment, labor, hours of work, working conditions, workers' compensation, payment of wages and payment of taxes, such as unemployment, social security and other payroll taxes including other applicable contributions from such persons as required by law.

14. Entire Agreement This Agreement sets forth the entire agreement of the parties, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Agreement may be amended or modified only by a writing signed by both parties.

15. Severability In the event that any one or more of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, void, unenforceable or illegal, the remaining provisions of this Agreement shall continue to be in full force and effect.

16. Governing Law This Agreement shall be governed and interpreted according to the laws of the State of Maine, except that its conflicts of law provisions shall not apply.

17. Assignment Artist shall not sell, assign or transfer any part of this Agreement without the prior written consent of the University.

18. Artist's Property The Artist agrees that the University shall not be responsible for any damages, theft or loss of personal property or equipment suffered by the Artist, its employees, agents or subcontractors, in connection with the Artist's performance under this Agreement.

20. Waiver The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights by that party, and no waiver by either party, whether oral or written, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed to in writing by both parties.

21. Insurance Artist shall not perform under this agreement until Artist has obtained all insurance required under this section and such insurance has been approved by the University. During the life of this agreement Artist shall maintain the insurance coverage and limits listed below to protect Artist, its employees, agents and subcontractors performing under this agreement:

	<u>Insurance Type</u>	<u>Coverage Limit</u>
a.	Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
b.	Workers Compensation	In compliance with Maine law
c.	Automobile Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)

The University shall be named as an Additional Insured on the Commercial General Liability and Auto Liability insurance policies. Artist shall provide the University with original Certificates of Insurance for the insurance required by this section. Certificates of Insurance for all of the above insurance shall be filed with the campus, addressed to \_\_\_\_\_

\_\_\_\_\_ prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard accord statement pertaining to written notification to the University in the event of cancellation, with a thirty (30) day notification period. As additional insured and certificate holder, the University should be included as follows:

The University of Maine System  
Office of Facilities  
16 Central St.  
Bangor, ME 04401

22. Non-discrimination The Artist and the University shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or

citizenship status, age, disability, or veteran status. The University encourages the Artist in the employment of individuals with disabilities.

23. Binding Effect. This Agreement shall be binding upon, and shall extend to the benefit of, the parties hereto and their respective permitted successors and assigns.

24. Notice. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the day of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice of in accordance with this section:

_____	_____
_____	_____
_____	_____
_____	_____

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement by and through their duly authorized representatives as set forth below.

University:

Artist:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SS# or Fed ID# \_\_\_\_\_

Account # \_\_\_\_\_

Telephone \_\_\_\_\_

Telephone \_\_\_\_\_

FAX \_\_\_\_\_ FAX \_\_\_\_\_

E-mail \_\_\_\_\_ E-mail \_\_\_\_\_